

JournalismAI Innovation Challenge, supported by the Google News Initiative

Application Terms and Conditions

These Application Terms and Conditions ("**terms and conditions**") describe the eligibility conditions for receiving funding from LSE Enterprise Ltd acting on behalf of JournalismAI who are running the JournalismAI Innovation Challenge, supported by the Google News Initiative ("**Programme**"). By submitting an application to participate in the Programme, you accept these terms and conditions. **Successful applicants will be required to enter into a Funding Agreement as a condition of receiving funding.**

1. Definitions and Interpretation.

1.1. In these terms and conditions:

"Affiliate" and **"Affiliates"** mean any entity that directly or indirectly controls, is controlled by, or is under common control with, a party.

"Asia Pacific" means Australia, India, Indonesia, Japan, Malaysia, New Zealand, Pakistan, Philippines, Singapore, South Korea, Taiwan, Thailand, Vietnam.

"Business Sensitive Information" means Confidential Information, relating to you or any other third party that is highly sensitive such that disclosure to a competitor would cause substantial harm to you (or other third party).

"Collaborative Project" means a single Project involving two or more Collaborators.

"Collaborator" means each eligible organisation or individual (i.e. a registered freelancer or sole trader or the local equivalent in your region) involved in a Collaborative Project.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under these terms and conditions, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without

confidentiality obligations, or becomes public through no fault of the recipient.

“Data Protection Legislation” means, as applicable: (a) the GDPR; and/or (b) any other applicable data protection or privacy laws and regulations in Eligible Geographies.

“Eligible Expenses” has the meaning in Section 8.3 (Eligible Expenses).

“Eligible Geography(ies)” means either: (1) NA - North America; (2) Asia Pacific; (3) Europe; (4) MEA - Middle East and Africa; or (5) LA - Latin America, depending on which region JournalismAI is currently accepting applications for as described on the Website and in this document.

“Europe” means Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom.

“Funds” and **“funding”** means money distributed to Selected Applicants under the Programme.

“Funding Agreement” means an agreement for Programme funding entered into between a Selected Applicant and the London School of Economics and Political Sciences Enterprise (LSEE).

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“JournalismAI”, “our”, and “we” means JournalismAI and/or London School of Economics and Political Sciences, LSE Enterprise Ltd (LSEE).

“Including” means “including but not limited to”.

“Intellectual Property Rights” means all copyright, moral rights, patent rights, trade and service marks, design right, rights in or relating to databases, rights in or relating to confidential information (including trade secrets), rights in relation to domain names, and any

other intellectual property rights (registered or unregistered) throughout the world.

“Latin America” means Argentina, Brazil, Chile, Colombia, Mexico, Peru, Uruguay.

“Lead Applicant” has the meaning in Section 5 (Collaborative Project Requirements).

“MEA” means Kenya, Nigeria, Turkey, UAE.

“Personal Data” means any personal data (as defined under Data Protection Legislation) that is processed by a party under these terms and conditions in connection with the Project.

“Programme Selection Committee” has the meaning in Section 7 (Selection Process).

“Programme Term” means the Programme duration which will start on the first date that applications for the Programme are accepted as published on the Website and will continue until terminated in accordance with Section 9.1 (Termination).

“Project” means an innovative project that is intended to have a significant and positive impact on the news industry.

“Project Budget” has the meaning in Section 8.2 (Funding Caps).

“Project Personnel” means any employee, consultant, agent, contractor or subcontractor (or an employee, consultant, agent, contractor or subcontractor thereof) engaged by you for the Project.

“Selected Applicant” means an applicant or a Lead Applicant that has been selected to receive funding from the Programme.

“United States” means the United States of America.

“Website” means the JournalismAI website at <https://www.journalismai.info/programmes/innovation>.

“You” and **“your”** means you in your capacity as an applicant.

1.2 In these terms and conditions: (a) “**including**” means “including but not limited to”; and (b) examples are illustrative only and not the sole examples of a particular concept.

1.3. JournalismAI may update from time to time the contents and locations of any URL listed in these terms and conditions.

2. Eligibility.

2.1. Requirements. To be eligible for funding from the Programme you must be incorporated or registered in an Eligible Geography from which JournalismAI is currently accepting applications, as described on the Website. Subject to Section 2.4 (Restrictions), small to medium-sized companies, incorporated associations or organisations, (or the local equivalent in your region) are all eligible to apply.

2.2. Digital presence. Applicants must have a verifiable digital presence (such as a website primarily providing journalistic content) and be operating under a registered legal entity that has been in full operation - and active with recent articles - for at least 12 months.

2.3. Eligible Geographies. JournalismAI may simultaneously accept applications for multiple Eligible Geographies. Eligible Geographies are subject to change and certain countries (or regions in a country) may be deemed ineligible from time to time at our discretion, including due to government orders. If you have questions about the eligibility of your country or region prior to submitting your application, please contact us at innovation@journalismai.info.

2.4. Size and AI readiness: Applicants must be small and medium-sized news publishers (organisations with 10 to 200 personnel) that can demonstrate they are actively exploring, piloting, or implementing the use of Artificial Intelligence (AI) technologies within their operations.

2.5. Grant term and milestones: Eligible applicants must be able to demonstrate the capacity to successfully launch, execute, and measure the impact of the proposed project, ensuring all activities are finished and results are reported within a maximum period of nine (9) months from the official grant start date.

2.6. Restrictions. The following are not eligible to apply for funding from the Programme:

- 2.6.1.** Government-owned entities or entities affiliated/owned by a political party are not eligible to apply;
- 2.6.2.** unregistered organisations;
- 2.6.3.** individuals
- 2.6.4.** Google employees or contractors; and
- 2.6.5.** organisations or individuals solely or substantially managed or operated by any person that is a member of the Programme Selection Committee, including any person that is an immediate family member or lives in the same household as a member of the Programme Selection Panel.
- 2.6.6.** Publishers who were awarded grants as part of the first JournalismAI Innovation Challenge are not eligible to apply to this challenge.
- 2.6.7.** Organisations whose projects focus on the creation of tools for newsgathering, verifying information, fact-checking, detecting misinformation or original journalism.
- 2.6.8.** Only publishers whose primary focus is news publication will be considered.

3. Applications.

- 3.1.** Applications must be submitted before the deadline and in accordance with the process and instructions on the Website, which may be varied at JournalismAI's discretion.
- 3.2.** Applications must include all information and materials as requested on the Website, including the Project Budget and a description of how funding will be used to develop and complete a Project.
- 3.3.** Multiple applications for the same Project or organisation will not be considered.
- 3.4.** We may request additional documentation to assess your application, and we reserve the right to screen each applicant, including against any applicable government sanctions list, in order to verify eligibility.
- 3.5.** The parties acknowledge that these terms and conditions and this Programme are not intended to alter or undermine your editorial independence, and JournalismAI's participation in this Programme is solely to provide funding for selected Projects and to facilitate the development of tools and other technologies in support of the publishing industry.

4. Project Eligibility.

- 4.1.** Requirements. To be eligible for funding from the Programme, a Project must:
 - 4.1.1.** be in a pre-launch phase (for example, at a design or prototype stage and not live);

- 4.1.2.** require Project funding for 9 months or less;
- 4.1.3.** clearly demonstrate through measurable indicators the Project's potential to create economic value for the applicant's business (for example a new revenue stream or cost savings); and have a specific innovative component.

4.2. Restrictions. Any Project that is:

- 4.2.1.** already launched or live at the time the application is submitted;
- 4.2.2.** limited to the creation or publication of content without a specific innovative component (for example, projects relating to news coverage only or projects merely translating news content into other languages);
- 4.2.3.** solely focused on education or training;
- 4.2.4.** upgrading of a legacy publishing system; or
- 4.2.5.** related to collating or listing data (for example, the publication of job listings or stock exchange data, or the republication of newswire articles);
- 4.2.6.** focused on the creation of tools for newsgathering, verifying information, fact-checking, detecting misinformation, reporting, story creation or original journalism

is ineligible for Programme funding.

5. Collaborative Project

5.1. Requirements. Applications may be submitted by Collaborators working together and contributing resources towards a Collaborative Project. Collaborative Projects must satisfy the following requirements:

- 5.1.1.** You must select one applicant ("Lead Applicant") to submit the application and act on behalf of all Collaborators. The Lead Applicant will receive funding on behalf of the Collaborators and will be responsible for distributing funds.
- 5.1.2.** All Collaborators must meet the eligibility requirements in Section 2.6 (Eligibility restrictions).
- 5.1.3.** The Lead Applicant must obtain the consent of, and all necessary agreements, releases, licences, and approvals from, all Collaborators before submitting the application.

5.2. Obligations. The Lead Applicant:

- 5.2.1.** will procure its Collaborators' compliance with these terms and conditions;

- 5.2.2. agrees that any breach of these terms and conditions by its Collaborators will be considered a breach by the Lead Applicant; and
- 5.2.3. will enter into, with each Collaborator, a written agreement that requires all Collaborators to agree to these terms and conditions.

5.3. Restrictions

- 5.3.1. Applications for Collaborative Projects will be void if the Lead Applicant does not disclose all Collaborators.
- 5.3.2. We reserve the right to require any Collaborators to contract directly with us prior to progressing an application or receiving Programme funding.

6. **Selection Criteria.**

- 6.1. You may only submit one application as a Lead Applicant, but you may be a Collaborator in any number of Collaborative Projects. Applicants that are part of a larger group company or holding structure can submit up to three applications per group company.
- 6.2. Selected Applicants will need to demonstrate that their Project:
 - 6.2.1. conforms with the requirements listed in Section 4 (Project Eligibility), and the Programme objectives and main criteria described on the Website;
 - 6.2.2. is ready to launch as soon as possible and no later than 30 days after receiving Programme funding; and
 - 6.2.3. can be completed within nine (9) months after receiving Programme funding.
- 6.3. Because Programme funding is limited, we do not guarantee that any application will be successful.
- 6.4. JournalismAI reserves the right to reject or disqualify any applicant if JournalismAI determines that it is unable to offer the Programme in the applicant's territory.

7. **Selection Process.**

- 7.1. All determinations of applicant and Project eligibility will be made at the discretion of JournalismAI and the Programme Selection Committee. The "**Programme Selection Committee**" will include employees of JournalismAI, and a third-party advisor and industry expert partners selected by JournalismAI for the purposes related to assessing applications for the Programme.
- 7.2. JournalismAI and the Programme Selection Committee will evaluate all applications from eligible applicants.
- 7.3. JournalismAI and the Programme Selection Committee will select (a) Selected Applicants; (b) funding award amounts; and (c)

disbursement schedules for each funding award. Without limiting Section 3.5, we may also request you to make changes to the scope of your proposed Project before we choose you as a Selected Applicant.

- 7.4.** We will inform applicants of our decisions by contacting them on a rolling basis by email during the Programme Term.
- 7.5.** We may withdraw our offer if: (a) we do not receive a response within seven (7) days; (b) you are a Selected Applicant and you do not enter into a Funding Agreement with us; or (c) you are in breach of these terms and conditions.
- 7.6.** The approximate timeframes for applicant selection will be published on the Website and are subject to change.

8. Funding; Use of Funds.

8.1. Funding Overview.

8.1.1. Funding Agreement. Funding is conditional on Selected Applicants entering into a Funding Agreement that will contain details about Eligible Expenses, milestones, payment schedules, payment currency, and other relevant provisions pertaining to the funds. Selected Applicants will be required to share information, materials, and other documentation requested by JournalismAI for the purpose of assessing your use of funds and tracking project progress. **The terms in the Funding Agreement will take precedence over conflicting terms in these terms and conditions.**

8.1.2. All Selected Applicants are required to maintain and submit detailed records of all expenditures related to the Project Funding.

8.1.3. Collaborative Project Funding.

8.1.3.1. For Collaborative Projects, the Lead Applicant will enter into the Funding Agreement on behalf of its Collaborators, and will be responsible for: (i) distributing funds to Collaborators in accordance with the Funding Agreement; and (ii) ensuring its Collaborators' compliance with the Funding Agreement.

8.1.4. Taxes. All funding amounts in the Programme are inclusive of taxes. Selected Applicants will be responsible for payment of any applicable taxes associated with the receipt of funding from the Programme. Unless required by law, we will not deduct or withhold taxes.

8.2. Funding Caps.

8.2.1. **"Project Budget"** means the total amount of all Eligible Expenses for the Project over a 9-month period. You will only

include Eligible Expenses in the Project Budget you provide to JournalismAI.

8.2.2. In our discretion:

- 8.2.2.1. JournalismAI will distribute either USD \$50,000 or \$100,000 to each selected project. This amount cannot be more than half (50%) of your company's yearly income (or the combined income of all the Collaborators in a Collaborative project).
- 8.2.2.2. The exact amount of funds provided by us for any Project is subject to change and will be based on multiple factors including: total money available, types and number of projects selected for funding, and the veracity of your Project Budget

8.3. Eligible Expenses. Subject to Section 8.4 (Ineligible Expenses), funds may only be spent on the following "**Eligible Expenses**" over the duration of the programme ONLY:

- 8.3.1.** the payment of personnel for their work on the Project;
- 8.3.2.** engineering costs and the purchase or licensing of any equipment, tools, hardware, software and other assets or materials needed to work on the Project (including in relation to product development, project management, user experience design, database build and maintenance, and hosting).

8.4. Ineligible Expenses. Funds may not be spent on the following:

- 8.4.1.** general and overhead costs such as office rental, furniture and travel expenses;
- 8.4.2.** costs and expenses related to registering, protecting, defending or monetising any Intellectual Property Rights you may have (or that you may obtain through registration) including payments to any personnel engaged in such activities;
- 8.4.3.** editorial expenses; or expenses or liabilities incurred before the date on which the parties enter into a Funding Agreement or after the end date of the Programme.

8.5. Compliance with Laws.

- 8.5.1.** Compliance with Laws. We will only allocate funds where permitted under applicable laws. You are responsible for complying (and you will ensure the compliance of all Project Personnel and Collaborators) with all applicable laws related to the receipt of funds, including: (i) export laws and trade

sanctions regulations; (ii) competition laws; (iii) intellectual property laws; (iv) tax laws; and (v) local laws in the country in which you or any Project Personnel or Collaborators reside in, are registered in, are incorporated in, or operate in, as applicable (such as the Foreign Contribution (Regulation) Act, 2010 (FCRA), as amended from time-to-time for applicants in India).

- 8.5.2.** Compliance with Anti-Bribery Laws. In performing its obligations under these terms and conditions, you and your Project Personnel and Collaborators will comply with all applicable commercial and public anti-bribery laws ("Anti-Bribery Laws"), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including Government Officials, to obtain or keep business or to secure any other improper commercial advantage. You will not make any facilitation payments, which are payments to induce Government Officials to perform routine functions they are otherwise obligated to perform. "**Government Officials**" include any government employee; candidate for public office; and employees of government-owned or government-controlled companies, public international organisations, and political parties.
- 8.5.3.** Anti-Bribery Due Diligence. You will make commercially reasonable and good faith efforts to comply with LSEE's anti-bribery due diligence process, including providing requested information.

9. Termination

9.1. Termination.

- 9.1.1.** Termination due to applicable law. JournalismAI may terminate these terms and conditions immediately on written notice if JournalismAI (acting reasonably) determines that it is impracticable to continue operating the Programme or offering the Programme to you in light of applicable laws.
- 9.1.2.** Termination due to circumstances beyond reasonable control. Either party may terminate these terms and conditions immediately on written notice if the other party has been prevented from performing its obligations under this Agreement as a result of circumstances beyond its reasonable control for a period of 30 days.

- 9.2.** Effects of Termination. On expiration or termination of these terms and conditions:

- 9.2.1.** For applicants in Indonesia and where applicable, the parties agree that for the effectiveness of the termination clauses under these terms and conditions, to waive any provisions, procedures, and operation of any applicable law to the extent that a court order is required for termination of these terms and conditions; and
- 9.2.2.** Sections 8.5 (Compliance with Laws) and 9 (Termination) to 18 (Governing Law; Arbitration), and any other sections that under their terms or by implication ought to survive, will survive.

10. Intellectual Property Rights; Non-exclusivity.

- 10.1.** Use of Your Application. Subject to Section 11 (Confidentiality and Publicity), You agree that your application and any information and materials provided to us by you, or on your behalf, may be used by JournalismAI, our Affiliates, and the Programme Selection Committee for the purpose of performing our rights and obligations under these terms and conditions including: (a) assessing your application; (b) assessing your ongoing compliance with these terms and conditions; (c) if your application is successful, providing funding under the Funding Agreement; and (d) preparing and sharing studies. We will not use your application or any of your information and materials in any other way without your express permission.
- 10.2.** Retention of Rights. Except as expressly stated in these terms and conditions, as between you and us, you retain ownership of your Intellectual Property Rights in and to your application and any other information or materials provided to us by you, or on your behalf, as part of the application. Nothing in these terms and conditions or the Funding Agreement grants you, your Affiliates, Project Personnel, Lead Applicants or Collaborators (including their Affiliates) any rights to, or interest in, any Intellectual Property Rights of JournalismAI Innovation Challenge, supported by the Google News Initiative, JournalismAI or any of its Affiliates.
- 10.3.** You agree to grant JournalismAI a perpetual, non-exclusive, royalty-free, worldwide, licence to use, distribute, and publicly display the funded work for promotional, educational, and other related purposes.
- 10.4.** Non-exclusivity. JournalismAI and its Affiliates may independently create, develop, purchase, sponsor, or participate in projects related to or similar to your Project and the subject matter of your

application.

11. Confidentiality and Publicity.

11.1. Confidentiality Obligations. The recipient will not disclose the other party's Confidential Information, except to employees, Affiliates, agents, professional advisors, or third-party contractors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfil obligations under these terms and conditions while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law.

11.2. Residuals. The recipient of Confidential Agreement under these terms and conditions may use Residuals for any purpose (including to acquire, develop, or maintain products and services), but this right does not represent a licence, and neither party acquires any right, title, or interest in the other party's Confidential Information except for the limited use rights under these terms and conditions. "**Residuals**" means information that is retained in the unaided memories of recipient's Delegates who have accessed discloser's Confidential Information in accordance with these terms and conditions. Memory is unaided if the Delegate has not intentionally memorised the Confidential Information to use or disclose it.

11.3. Business Sensitive Information. You will not share Business Sensitive Information with us in your application or in the course of your participation in the Programme except with our prior written consent and only if you label all disclosed Business Sensitive Information as 'Highly Confidential'.

11.4. Publicity. We intend to be transparent and to publicise our activities in relation to the Programme, including by publicising which Projects and applicants we offer funding to. We may also use information you submit in your application to prepare and share studies, including with the sponsor Google, and you agree that we may contact you with follow-up questions in connection with these studies. You agree it is a condition of your application that we may publicise, including at events, in speeches, in our annual report, through social media, and in any medium online or offline: (i) aggregated data showing how funds from the Programme have

been awarded, including by Project type, industry sector and location; and (ii) Project-specific information, including the names and locations of applicants, the amount of funds awarded and a description of the selected Projects. We will aim to inform you in advance of any such publication.

12. Your Personal Data.

12.1. Any Personal Data provided by you to JournalismAI in connection with the Programme will be used in accordance with LSE's Privacy Policy at <https://www.lse.ac.uk/lse-information/privacy-policy> and the provisions of this Section 12 (Your Personal Data):

12.2. You warrant and undertake that you will obtain the appropriate consents from the relevant data subjects, in compliance with applicable Data Protection Legislation, to allow JournalismAI to use such Personal Data for the purposes of processing your application in accordance with these terms and conditions.

13. Right to Cancel, Modify or Disqualify.

13.1. In our discretion, we may cancel, terminate, modify or suspend the Programme or cancel or amend the terms of the application process including in the event of circumstances beyond our reasonable control or changes to applicable laws.

13.2. In our discretion, we may disqualify or refuse applications from any applicant who provides false, misleading, or otherwise dishonest information to JournalismAI. Where funding has been granted we also reserve the right to reclaim this funding.

14. Representations and Warranties.

14.1. By Both Parties. Each party represents and warrants to the other that: (a) it has the power and authority to enter into these terms and conditions; and (b) it will use reasonable care and skill in complying with its obligations under these terms and conditions.

14.2. By You. You represent and warrant that:

14.2.1. the information you provide to us in your application is true and correct;

14.2.2. you have and will maintain any necessary agreements, approvals, releases, licences and rights (including moral rights where appropriate), from any Project Personnel and Collaborators for the purposes of: (i) executing the Project; and (ii) sharing any information and materials with us in connection with your participation in the Programme;

14.2.3. if you are a Lead Applicant, each Collaborator will comply with these terms and conditions and You will enter into written

- agreements with each Collaborator that is at least as protective of JournalismAI as these terms and conditions;
- 14.2.4.** you have not entered into any other agreement or obligation which would prevent you from receiving funds through the Programme or fulfilling your obligations under these terms and conditions; and
- 14.2.5.** the use by JournalismAI or its Affiliates of anything delivered or licensed to JournalismAI by you under these terms and conditions will not infringe or violate any third party's rights (including Intellectual Property Rights).